

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 57
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0212		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007FEB01	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-F ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b> HQ ASC ACQUISITION CENTER ATTN AMSAS-AC ROCK ISLAND, IL 61299-6500		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 03:00pm (hour) local time 2007FEB23 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> MITCH MAES <b>E-mail address:</b> MITCHELL.MAES@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-6065
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b> <b>Code</b>		<b>25. Payment Will Be Made By</b> <b>Code</b>	
<b>SCD</b> <b>PAS</b> <b>ADP PT</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>28. Award Date</b>	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
<p>Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>.</p>			

(End of narrative)

(AS7002)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
<p>(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.</p>			
<p>(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).</p>			
<p>(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.</p>			
<p>(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).</p>			

(End of narrative)

(AS7001)

1. THIS SOLICITATION IS ISSUED FOR THE ACQUISITION OF THE FOLLOWING SHOTGUN SHELL CARTRIDGES: CTG, 12 GAUGE 00 BUCKSHOT, (NSN: 1305-01-232-8338), 12 GAUGE #9 SHOT (NSN: 1305-01-232-7415) AND 10 GAUGE BLANK (NSN: 1305-00-028-5035). THE RESULTING CONTRACT MAY BE AWARDED WITH OR WITHOUT FIRST ARTICLE TESTING. THE FIRST ARTICLE TESTING WILL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPLICABLE PERFORMANCE SPECIFICATIONS, MIL-PRF-48656B(AR)(20 DEC 99) FOR THE 12 GAUGE CARTRIDGES AND MIL-PRF-32056(AR)(20 DEC 99) FOR THE 10 GAUGE BLANK.
2. THE RESULTING CONTRACT WILL BE A FIVE YEAR REQUIREMENTS CONTRACT (FY07 - FY11), WHERE THE PRICING OF EACH ORDER WILL BE BASED UPON A PROPOSED RANGE OF PRICES/QUANTITIES. UNIT PRICES WILL BE EFFECTIVE FOR EACH CALENDAR YEAR, AND THE GOVERNMENT RESERVES THE RIGHT TO ORDER SHOTSHELL QUANTITIES THROUGH DECEMBER 31, 2012, USING FY11 PRICING BASED ON THE CUMULATIVE QUANTITY ORDERED TO TO DETERMINE THE APPROPRIATE PRICE RANGE. DELIVERY ORDERS PLACED AGAINST THE CONTRACT WILL REFLECT THE APPLICABLE UNIT PRICES FOR THE CUMULATIVE QUANTITIES AWARDED AT THE TIME THE DELIVERY ORDER OR MODIFICATION THERETO IS PLACED. AT THE END OF EACH CALENDAR YEAR, ALL DELIVERY ORDERS AWARDED DURING THAT YEAR WILL BE MODIFIED TO REFLECT THE APPROPRIATE RANGE PRICE ASSOCIATED WITH THAT YEAR'S TOTAL (CUMULATIVE) PRODUCTION QUANTITY, AND THE TOTAL CONTRACT AMOUNT WILL BE ADJUSTED ACCORDINGLY. THE GOVERNMENT DOES NOT GUARANTEE QUANTITY FOR ANY OF THE CARTRIDGES IN ANY GIVEN YEAR OF THE CONTRACT PERIOD (IF THE REQUIREMENTS FOR ANY GIVEN YEAR ARE ZERO (0), THE GOVERNMENT IS NOT RESPONSIBLE/LIABLE FOR ANY COSTS THAT THE CONTRACTOR MAY INCUR, NOR SHALL THERE BE ANY BASIS FOR AN EQUITABLE ADJUSTMENT).
3. THIS SOLICITATION IS A NEGOTIATED PROCUREMENT PURSUANT TO FAR 15; HOWEVER, AWARD MAY BE MADE FROM THE INITIAL OFFER WITHOUT DISCUSSIONS. THE BEST VALUE APPROACH WILL BE USED TO SELECT THE MOST ADVANTAGEOUS OFFER TO THE GOVERNMENT. THEREFORE, THE GOVERNMENT IS NOT BOUND TO AWARD TO THE LOWEST PRICED OFFER BASED ON ITS ASSESSMENT OF PROPOSALS AGAINST THE APPLICABLE EVALUATION FACTORS AND SUBFACTORS IN DETERMINING THE BEST VALUE OFFER TO THE GOVERNMENT. THE GOVERNMENT ANTICIPATES RECEIVING ADEQUATE PRICE COMPETITION UNDER THIS SOLICITATION; THEREFORE, COST AND PRICING DATA IS NOT REQUIRED TO BE SUBMITTED WITH THE PROPOSAL. HOWEVER, IN THE EVENT THAT THE CONTRACTING OFFICER DETERMINES THAT ADEQUATE COMPETITION DOES NOT EXIST, THE GOVERNMENT RESERVES THE RIGHT TO REQUIRE THAT COST OR PRICING DATA BE SUBMITTED.
4. THIS REQUIREMENT IS SOLICITED ON A FULL AND OPEN, COMPETITION BASIS.

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5. CONUS OFFERORS ARE TO SUBMIT PRICES ON AN F.O.B. ORIGIN BASIS, WITH AND WITHOUT FIRST ARTICLE TESTING. OCONUS OFFERORS ARE TO SUBMIT PRICES ON AN F.O.B. DESTINATION BASIS, WITH AND WITHOUT FIRST ARTICLE TESTING. THE ATTACHMENT 018, PRICING MATRIX, INCLUDES SPREADSHEETS THAT HAVE THE CAPACITY FOR FILLING THE PRICING FOR BOTH THE ORIGIN AND DESTINATION PROPOSALS.

6. OFFERORS MAY REQUEST A QUALITY PROGRAM ALTERNATIVE IN LIEU OF ANSI/ASQC Q9001:2000. ALTERNATIVES MUST BE SUBMITTED WITH THE PROPOSAL AND APPROVED PRIOR TO ANY POTENTIAL CONTRACT AWARD.

7. NOTE: THE TECHNICAL DATA PACKAGE FOR THE THREE SHOTSHELLS MAY BE ACCESSED VIA THE WEB BY POTENTIAL OFFERORS, OR INTERESTED OFFERORS MAY CONTACT THE CONTRACT SPECIALIST, MITCH MAES, E-MAIL: mitchell.maes@oconus.army.mil, TO REQUEST A COPY OF THE TECHNICAL DATA. COPIES OF THE TDP WILL BE PROVIDED IN CD ROM FORMAT ONLY. IT WILL BE MAILED TO REQUESTING OFFERORS. REQUESTS SHOULD INCLUDE A PROPER MAILING ADDRESS, PHONE NUMBER AND POINT OF CONTACT.

8. THIS ACQUISITION WILL BE AWARDED AS "ALL OR NOTHING". THERE WILL BE NO SPLIT AWARDS.

9. THIS ACQUISITION INCLUDES GOVERNMENT FURNISHED MATERIAL (GFM) IN THE FORM OF M2A1 METAL CANS, NSN: 8140-00-960-1699, BUT WILL NOT BE PROVIDED FOR ORDERS PACKED REQUIRING BEST COMMERCIAL PRACTICES.

10. THESE ITEMS ARE CONSIDERED TO BE SENSITIVE AMMUNITION/EXPLOSIVES AND REQUIRE A PHYSICAL SECURITY PRE-AWARD SURVEY, UNLESS SAID SURVEY CAN BE WAIVED. THIS SURVEY WILL BE CONDUCTED BY THE COGNIZANT DEFENSE SECURITY SERVICE OFFICE. THE DEFENSE CONTRACT MANAGEMENT AGENCY WILL ARRANGE FOR A PRE-AWARD SURVEY AS PRESCRIBED IN DFARS 232.72, "SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION AND EXPLOSIVES". IN ACCORDANCE WITH SECTION (c) OF PART 252.223-7007, A STATEMENT OF WORK THAT SPECIFIES REQUIREMENTS FOUND IN DoD 5100.76M IS ATTACHED TO THIS SOLICITATION. REFER TO ATTACHMENT 017 SHOWN AS, "SECURITY STATEMENT OF WORK", AND FULLY ENTITLED AS, "SECURITY STATEMENT OF WORK, PHYSICAL SECURITY STANDARDS FOR DoD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT CONTRACTOR-OWNED, CONTRACTOR-OPERATED (COCO) FACILITIES (FROM DoD 5100.76M, APPENDIX 2).

11. THE PROPOSED UNIT PRICES SHALL BE SUBMITTED USING ATTACHMENT 018, "PRICING MATRIX", AND PRICES SHOULD BE PROPOSED WITH NO MORE THAN FOUR (4) DECIMAL PLACES TO THE RIGHT OF THE DECIMAL POINT, AND WILL BE BASED ON QUANTITY RANGES DEVELOPED BY THE OFFERORS USING THE GOVERNMENT'S MINIMUM (FIRST UNIT OF THE LOWEST RANGE) AND MAXIMUM (LAST UNIT OF THE HIGHEST RANGE) QUANTITIES, AS SHOWN ON THE "PRICING MATRIX". PACKAGING SHALL BE IN ACCORDANCE WITH SECTION D, AND WITH THE TDP REFERENCED IN SECTION C OF THIS SOLICITATION.

12. INFORMATION AND INSTRUCTIONS CONCERNING THE GOVERNMENT'S EVALUATION CRITERIA IS FOUND IN SECTIONS L AND M OF THIS SOLICITATION.

13. IN THE EVENT THAT A COPNFIGURATIOJN CHANGE SHOULD MATERILAIZE FOR ANY OF THESE CARTRIDGES, IT WILL BE NEGOTIATED IN ACCORDANCE WITH THE CHANGES CLAUSE. ANY ADDITIONAL QUANTITIES RESULTING FROM A CONFIGURATION CHANGE WILL BE CONSIDERED AS PART OF THE YEARLY CUMULATIVE TOTALS, FOR THE PURPOSES OF DETERMINING THE APPROPRIATE AND APPLICABLE PRICE/QUANTITY RANGE FOR THE ITEM(S).

\*\*\* END OF NARRATIVE A 0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0004	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>DATA ITEM</u></p> <p>NOUN: CDRL SECURITY CLASS: Unclassified</p> <p>PLEASE ENTER PROPOSED PRICING ON ATTACHMENT 018, PRICING MATRIX</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0120</td></tr></table>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0120		EA	\$ <u>    ** NSP **    </u>	\$ <u>    ** NSP **    </u>
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	0	0120									

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1 52.247-4503 LOCAL	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAR/2004

Supplies procured under this contract are identified as Sensitive Category IV, requiring Transportation Protective Service (TPS) in accordance with DoD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DOD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCNUS procurements.

(End of statement of work)

(CS6101)

C-2	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	NOV/2005
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Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

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(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:  
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsga.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract

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number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

- (g) Report of Contractor Ballistic Testing Module
- (1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.
- (2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.
- (3) The LATR tab on the WARP opening page provides access to the upload process.
- (4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.
- (5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

- |     |             |   |          |
|-----|-------------|---|----------|
| C-3 | 52.246-4536 | STATEMENT OF WORK - 2-D BAR CODING VERIFICATION | JUL/2005 |
|     | LOCAL       |   |          |
- (a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.
  - (b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.
  - (c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.
  - (d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.
  - (e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.
  - (f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

- |     |             |  |          |
|-----|-------------|--|----------|
| C-4 | 52.248-4502 | CONFIGURATION MANAGEMENT DOCUMENTATION | MAY/2001 |
|     | LOCAL       |  |          |
- (a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data

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Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

ENGINEERING EXCEPTIONS

1. CTG 12 GA 00 BUCKSHOT, NSN: 1305 01 232 8338:

- Drawing 9390438: Remove Note 8 and replace it with "8 - The cartridge is to be packed and packaged per the requirements of MIL-C-48656, Level A and Drawings 7553347, 9396196, 9396197 and 9396206."

- A new 2-dimensional Bar Coding requirement is included in this solicitation/contract. For information and assistance regarding the process, hardware requirements, software requirements and any other general questions, the Point of Contact is the DoD Logistics Automatic Identification Technology (AIT) Office, Ft. Belvoir, VA, E-Mail: LOIA-LS@HQDA.ARMY.MIL or FAX (703) 805-4959.

- Drawing 8794342: ADD ECP R05K2039, Sheets 2, 3.

- The outer shipping and storage containers shall be unitized, as per "Unitization Procedures for Boxed Ammunition and Components on 4-Way Entry Pallets" 28620 1948-4116/2.

- The Top Drawing of the product drawing for this procurement package should be 19200 9390438.

2. CTG 12 GA #9 SHOT, NSN: 1305 01 232 7415:

- Drawing 19200 12551626 should be indicated as the Top Document for this TDP.

- The cartridges will be unit-packed in cartons, in accordance with best commercial practice. The packed cartridges will be over-packed in a (4G) fiberboard box, Class WWVR, Grade V3c or W5c, Style RSC, per ASTM D5118 and closed in accordance with ASTM D1974, Sealing Method 2B2. Five hundred rounds is a standard quantity per fiberboard box (25 rounds per carton/20 cartons per fiberboard box).

- TDPL:	
DOCUMENT:	ADD:
ACV00561	XX
9390440	XX
12982865	XX
1299545	XX
ASTM D5118	XX
ASTM D1974	XX
CFR 49	XX
MIL-P-15011	XX
MIL-STD-1660	XX
12551626	XX
DOCUMENT:	DELETE:
9396206	XX

- PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government-approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested



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container. POP marking shall not be applied to the container until submitted to, and verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059.

For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if:

- a. the initial POP test report expires before the end of the contract, or
- b. there is a change in container manufacturer or design of the exterior shipping container.

No re-test is needed if all packaging is purchased while under an unexpired POP test.

- The Comprehensive Procurement Guidelines (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <http://www.epa.gov/cpg/>. Packaging materilas must either meet or exceed the CPG unless otherwise specified.

- All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 Degrees Celsius for a minimum of 30 minutes. The box, wood packaging and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international certification authority recognized by the U.S. Department of Agriculture must accredit an international source of wood. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. The quality mark shall be placed on both ends of the outer-packaging (between the encl cleats or battens, if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality marks for wood unitization components shall be placed on two opposite sides.

- A new 2-dimensional Bar Coding requirement is included in this solicitation/contract. For information and assistance regarding the process, hardware requirements, software requirements and any other general questions, the Point of Contact is the DoD Logistics Automatic Identification Technology (AIT) Office, Ft. Belvoir, VA, E-Mail: [LOIA-LS@HQDA.ARMY.MIL](mailto:LOIA-LS@HQDA.ARMY.MIL) or FAX (703) 805-4959.

- Ammunition Lot Numbers and Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168B and DI-MISC-80043A, and shall follow the format required by the worldwide web application identified as WARP or Worldwide Ammunition-data Repository Program at <http://aeps.ria.army.mil/aepspublic.cfm>. Additional details on WARP are provided as an attachment to the contract. Prior to gaining access to WARP, contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a user name and password for the Army Electronic Product Support (AEPS) network.

- Bar Code and POP Markings shall be applied to the items or packages IAW ARDEC Drawing 12982865 and 12999845. POP Markings shall also be IAW CFR49.

- Unitization shall be marked and bar coded IAW the USADAC Drawing ACV00561.

- Fiberboard shipping boxes shall be palletized on 40" x 48" pallets, as defined in MIL-P-15011, in a unitized configuration not to exceed 44 inches in length, 52 inches in width and 54 inches in height and 2500 lbs. gross weight and shall be capable of being transported throughout the logistics system without reconfiguration. Loaded pallets shall permit four-way entry of forklifts, use of US and NATO handling devices/Material Handling Equipment (MHE) and staisfy the design and test requirements of MIL-STD-1660. The unit load must not underhang the pallet, i.e. pallet must not protrude beyond unit load. If underhang does exist, the use of spacers shall be used to increase the unit load size so that it is greater than or flush with the leading edge of the pallet. Unit load overhang shall not exceed 6 inches total in one direction and 4 inches total in the perpendicular direction relative to the pallet dimension or one-third of the box dimension perpendicular to the pallet edge, whichever is less. Light pallets (pallets having less than a full unit load of boxes) must have a level top surface to permit stacking on top of the light unit load. If necessary, dunnage shall be used to achieve a level top surface of light pallets. Unit load shall not be wrapped in plastic stretch wrap. Unit loads shall be marked for logistics traceability in accordance with Drawing ACV00561 (Cage 28620). Unit loads shall be secured using flat steel strapping, Type 1, Heavy Duty, Finish B (Grade 2), Size 3/4" x 0.035" or 0.031 ", ASTM D3953. Strapping seals shall be Class H, Finish B(Grade 2), Double-Notch Type, Style I, II, III or IV, ASTM D3953. Alternative seal finish: Signode painted seals may be used as an alternative, if all surfaces are painted. Gritted backing is not permitted.

- The 12 Gauge #9 Shot Shotshell Cartridges shall be packaged such that all Transportation Regulations are met, as specified in the Code of Federal Regulations (CFR), Title 49, for manufacturers within the United States. For foreign manufacturers, all transportation regulations shall be in accordance with the "Recommendations on the Transport of Dangerous Goods", as published in Document ST/SG/AR.10.1, current revision, prepared by the U.N. Committee of Experts on the Transport of Dangerous Goods.

3. CTG 10 GA BLANK, NSN: 1305 00 028 5035:

- The cartridges will be packaged in cartons, in accordance with Code of Federal Regulations Title 49 (CFR 49). The quantity of cartridges will be packed in a (4G) fiberboard box conforming to ASTM D5118, Class WWVR, Grade V3c or W5c, Style RSC, waterproofed

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and closed in accordance with ASTM D1974. Five hundred rounds is a standard quantity per fiberboard box.

- The Top Drawing of the product drawing should be 19200 10524632.
- The outer shipping and storage containers shall be unitized, as per "Unitization Procedures for Boxed Ammunition and Components on 4-Way Entry Pallets" 28620 1948-4116/1.
- Minimum Marking Instructions for Ammunition and Explosive Containers Dwg 19200 12982865 applies to this contract/solicitation.
- Marking on container shall include:

CTG 10 GAGE SHOTSHELL, BLANK  
NSN 1305-00-028-5035-A010  
PN 10524632

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

For the 12 GA 00:

- (a) Packaging shall be in accordance with 9396206, revision P, dated 11 Feb 2002.
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 9396206, Revision P, dated 11 February 2002. 2-D Barcode markings are required in accordance with 12982865, Revision H, 30 July 2004.

EXCEPTIONS:

The following shall apply to drawing 9396206, Revision P, dated 11 February 2002:

- ECP R05K2039 applies to 8794342, Revision AE.
- PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.
- EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9396206. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.
- PROPER SHIPPING NAME MARKING: In lieu of the Proper Shipping Name (PSN) shown on 9396206, the PSN shall be, CARTRIDGES, SMALL ARMS UN 0012
- Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program. ECP R3K3015 applies to MIL-B-46506.

For the 12 GA #9 Shot:

- (a) Packaging shall be in accordance with the following: Type II cartridges shall be unit packed in cartons in accordance with the best commercial practice. The packed cartridges shall be overpacked in a (4G) fiberboard box Class WWVR, Grade V3c or W5c, Style RSC, waterproofed per ASTM D5118 and closed in accordance with ASTM D1974. Five hundred (500) rounds shall be the standard quantity per fiberboard box, which will be the outer shipping container (25 cartridges/carton, 20 cartons/fiberboard box).
- (b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.
- (c) Marking shall be in accordance with 12982865, Revision H, Dated 30 July 2004 and CFR 49, part 172, Subpart D, paragraph 172.301. 2D Bar Code Marking is required.

EXCEPTIONS:

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING:

- The contractor is responsible for UN POP testing, reporting and marking. The UN POP marking shall not be applied to the container until verified by the government.
- PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring

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activity shall be contacted immediately.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification.

Palletization/Unitized Loads: Shall be marked in accordance with drawing ACV00561, Revision D, Dated 7 Oct 2005. 2D Bar code markings are required.

For the 10 GA Blank:

(a) Packaging shall be in accordance with the following: The cartridges will be packaged in cartons in accordance with Code of Federal Regulations (CFR) Title 49. The quantity of cartridges will be packed in a (4G) fiberboard box conforming to ASTM D5118, Class WWVR, GradeV3c or W5c, Style RSC, waterproofed and closed in accordance with ASTM D1974. Five hundred rounds is a standard quantity per fiberboard box.

(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

(c) Marking shall be in accordance with the following: In addition to commercial and DOT Marking the NSN should be applied to the outer shipping container.

EXCEPTION:

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of Two years and meet or exceed the following requirements:

(1.1) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(1.2) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(1.3) Cushioning - Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package

(2.1) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

(2.2) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.

(3.) Intermediate Package

(3.1) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing

(4.1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(4.2) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of Two year.

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(5.) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

(6.) Marking: All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, with Change Notice 2, Date 10 Feb 2004. 2-D bar code marking is required on the outer shipping container and the unitized load.

(7.) Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

(8.) Wood Packaging Materials - All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. The box, wood packaging, and pallet manufacturer shall ensure traceability to the original source of heat treatment. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(9.) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

(End of clause)

(DS6303)

D-2	52.247-4517	PALLETIZATION INSTRUCTION	MAR/1992
	LOCAL		

Palletization shall be in accordance with 19-48-4116/2, revision 6, dated August 2005 and 19-48-4116, revision 9, dated August 2005. Marking shall be in accordance with ACV00561, revision D, dated 7 October 2005. 2-D Barcode markings are required.

Heat treat requirements for all non-manufactured wood used in the palletized load applies to this contract. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organization's compliance program.

(End of clause)

(DS6204)

D-3	52.247-4521	UNITIZATION/PALLETIZATION	MAR/1988
	LOCAL		

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

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(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

(a) The first article is as follows:

- (1). 12 GA 00 and 12 GA #9 Shot shall be in accordance with MIL-PRF-48656B, Table III, Paragraph 4.2
- (2). 10 GA Blank shall be in accordance with MIL-PRF-32056, Table II

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date

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for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to SFSJM-QAP.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with ISO 9001-2000; only design/development exclusions permitted, or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	MAR/2006
Part I General Statistical Process Control Requirements			

(a) In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

(b) The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general



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plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

(c) The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

(d) A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Part II of this clause. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

(e) The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

(f) Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

(g) When the process or operation parameter under control has demonstrated both stability and capability, the Contractor may request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

(h) The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

(i) The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable

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data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

(j) For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

(k) Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph (g) above.

(l) Not used.

(m) Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

(n) The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

**Part II Detailed requirements pertaining to plan submittal**

In accordance with DI-MGMT-80004 and Part I of this clause, the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

**1.0 General Management Plan**

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

**1.1 Policy/Scope:**

Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

**1.2 Applicable Document:**

List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

**1.3 SPC Management Structure:**

Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.) Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.)

**1.4 SPC Training:**

Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

**1.5 Manufacturing Controls:**

Identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.

**1.6 Determination of SPC Use:**

Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis;

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analysis of characteristics with tight tolerances, etc.)

**1.7 Process Stability and Capability:**

a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as a result of each process capability study. Describe the contractor's methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:

(1) Variable Data. Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).

(2) Attribute Data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk=1.33).

b. Describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent).

c. Include analysis of statistical distributions and define all formulas and symbology utilized.

**1.8 Control Chart Policy:**

a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.

b. Procedures for establishing and updating control limits, including frequency of adjustments.

c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.

d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

**1.9 Vendor/Subcontractor Purchase Controls:**

Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often; what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.

**1.10 SPC Audit System:**

At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.

**1.11 SPC Records:**

Identify various records to be used in support of SPC and describe their use. Identify retention periods.

**2.0 Detailed Plan:**

This section shall detail specific manufacturing process/operation parameters under control.

**2.1 Control of Process/Operation Parameters or Characteristics:**

a. Identify the following for each process/operation by name or characteristic under control:

(1) Identify process/operation by name or characteristic and provide rationale for selection; justification for non-selection if the parameter or characteristic is identified as critical, special and/or major.

(2) Describe how the characteristic is produced; the chain of events, type and number of machines involved, location of manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

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(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted out; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting twenty (20) consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of clause)

(ES7034)

E-7	52.246-4511	QUALITY MANAGEMENT SYSTEM	AUG/1999
	LOCAL		

(a) The contractor shall have a documented quality management system that prevents the manufacture of nonconforming material as well as ensures continuous process improvement. All functions/operations affecting product quality shall be considered when designing the QMS. The design of the QMS will consistently assure robust product quality and assure technical product/service requirements are met through the implementation of, but not limited to, the following elements:

- (1) initial quality, process, product and failure mode and effects analysis planning
- (2) process controls; statistical techniques and other preventive measures
- (3) configuration management of documents and data
- (4) internal quality audit
- (5) root cause corrective action
- (6) calibration system assuring the accuracy, effectiveness, and repeatability of all inspection, measuring and test equipment

(b) If requested, the contractor shall make available to the government the name of a recognized quality management system or provide a written description of the QMS to be employed during the performance of this contract. A QMS that focuses on continuous improvement and total quality commitment is desired and can be demonstrated by attaining certification through the AMC Contractor Performance Certification Program (CP2).

(c) Quality records shall be maintained and serve as objective evidence relative to the effectiveness of the contractor's QMS.

(End of clause)

(ES7645)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a

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description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-9	52.246.4531	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
	LOCAL		

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-10	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	LOCAL		

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components

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to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-11	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.

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- (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
  - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
  - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
  - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
  - (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
  - (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-7	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-8	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-9	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-10	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-11	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

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(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
\_\_\_\_\_(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-12	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_



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(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded   X   Yes        No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_ \*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_ \*

Size of trailer \_\_\_\_\_ Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-13            52.247-4504            TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR            MAR/2004  
LOCAL            SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

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(FS7115)

F-14 52.247-4531 COGNIZANT TRANSPORTATION OFFICER MAY/1993  
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-15 52.247-4551 SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS) FEB/1996  
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

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(End of clause)

(FS7007)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

**Name of Offeror or Contractor:**

cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
  - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
    - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
    - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
  - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
  - (i) The Contractor shall
    - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
    - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
  - (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
  - (2) Unique item identifier type.
  - (3) Issuing agency code (if concatenated unique item identifier is used).
  - (4) Enterprise identifier (if concatenated unique item identifier is used).
  - (5) Original part number.
  - (6) Lot or batch number.
  - (7) Current part number (if not the same as the original part number).
  - (8) Current part number effective date.
  - (9) Serial number.

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0212      <b>MOD/AMD</b></p>	<p align="right"><b>Page 31 of 57</b></p>
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- (10) Governments unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.
- (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3

52.246-4557

MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

JAN/1995

LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office:

Commander

U.S. Army Sustainment Command

ATTN: AMSAS-ACA-F

Rock Island, IL 61299-5000

2. Production Management

Commander

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U.S. Joint Munitions Command  
ATTN: SFSJM-CDS  
Rock Island, IL 61299-5000

(End of clause)

(HS6025)

H-4      252.211-7003      ITEM IDENTIFICATION AND VALUATION (JUN 2005) - ALTERNATE I      APR/2005  
DFARS

Delete paragraphs (c), (d), (e), (f), and (g) of the basic clause, and add the following paragraphs (c) and (d) to the basic clause:

(c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.

(d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(HA7002)

H-5      52.242-4591      CONTRACTOR PERFORMANCE INFORMATION      DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-6      52.247-4545      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION      MAY/1993  
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.



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Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-24	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-17	INTEREST	JUN/1996
I-30	52.232-25	PROMPT PAYMENT	OCT/2003
I-31	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-32	52.233-1	DISPUTES	JUL/2002
I-33	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-34	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-39	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-40	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-41	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-42	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-46	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-48	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-49	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS		
I-50	252.223-7003	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
	DFARS		
I-51	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
I-52	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-53	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
	DFARS		
I-54	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-55	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
	DFARS		
I-56	52.248-1	VALUE ENGINEERING	FEB/2000

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_-1-\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-57	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST	OCT/1997
		OR PRICING DATA-MODIFICATIONS (OCT 97) ALTERNATE II (OCT 97) -	
		ALTERNATE III	

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d. Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet using Microsoft EXCEL or compatible format.

(End of clause)

(IF6108)

I-58	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued from -1- through -2- (insert dates).

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(End of clause)

(IF6088)

I-59	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less the -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-06-R-0212      <b>MOD/AMD</b></p>	<p align="right"><b>Page 36 of 57</b></p>
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**Name of Offeror or Contractor:**

- (1) Any order for a single item in excess of -2- [Insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of -3-[Insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within -4- days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-60                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-06-R-0212      MOD/AMD</p>	<p style="text-align: center;"><b>Page 37 of 57</b></p>
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**Name of Offeror or Contractor:**

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-61      52.246-17      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE      JUN/2003

\*\*\*

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after delivery.

\*\*\*

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days.

\*\*\*

(End of clause)

(IF6070)

I-62      252.223-7007      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES      SEP/1999

DFARS

(a) Definition. Arms, Ammunition, and Explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

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(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
CTG 12 GAGE SHOTGUN 00 BUCKSHOT	1305 01 232 8338	IV
CTG 12 GAGE #9 SHOT	1305 01 232 7415	IV

NOTE: THIS CLUASE DOES NOT APPLY TO THE CTG 10 GAGE BLANK, NSN: 1305 00 028 5035

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier:

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-63                    52.209-3                    FIRST ARTICLE APPROVAL - CONTRACTOR TESTING                    SEP/1989

(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF7018)

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**Name of Offeror or Contractor:**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-65	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
	DFARS		

- (a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmil.mil/20/guidebook\\_process.htm](http://guidebook.dcmil.mil/20/guidebook_process.htm) (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
  - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
  - (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

**Name of Offeror or Contractor:**

I-66            252.243-7002            REQUESTS FOR EQUITABLE ADJUSTMENT  
DFARS

MAR/1998

\* \* \*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

\* \* \*

(End of clause)

(IA7035)

I-67            52.201-4500            AUTHORITY OF GOVERNMENT REPRESENTATIVE  
LOCAL

FEB/1993

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-68            52.247-4544            TRANSPORTATION CONTAINERIZATION  
LOCAL

JAN/1991

(a) If production quantities require containerization for shipment to destination the following will apply (a) Containerization of shipments will be accomplished utilizing only 20 foot long American National Standards Institute/International Organization for Standardization (AMSI/ISO) freight containers, and/or 20 foot MILVANS which bear, in addition to a manufacturer's data plate, a CONVENTION FOR SAFE CONTAINERS (CSC) SAFETY APPROVAL PLATE. Any repairs made to containers/MILVANS must be accomplished in accordance with the specifications of the International Maritime Dangerous Goods (IMDG) Code.

(b) The Contractor will be liable to the Government for any loss or damage resulting from improper source stuffing, utilization of containers, or failure to comply with the containerization requirements of the contract. The contractor will also be liable for any additional costs accrued due to use of other than 20 foot long ANSI/ISO freight containers, and/or 20 foot MILVANS.

(End of clause)

(IS7011)



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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	DOCUMENT SUMMARY LIST, 12 GA 00 BKST			
Attachment 002	CONTRACT DATA REQUIREMENTS LIST - 12 GA 00 BKST	17-MAY-2006		
Attachment 003	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)			
Attachment 004	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)			
Attachment 005	STATEMENT OF WORK - ACCOUNTABILITY INSTRUCTIONS			
Attachment 006	ADDRESS LIST; 12 GA 00 BKST			
Attachment 007	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP			
Attachment 008	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)			
Attachment 009	INSTRUCTIONS FOR COMPLETING DD FORM 1423			
Attachment 010	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)			
Attachment 011	DOCUMENT SUMMARY LIST, 12 GA #9 SHOT			
Attachment 012	CONTRACT DATA REQUIREMENTS LIST, 12 GA #9 SHOT	26-JAN-2007		
Attachment 013	ADDRESS LIST, 12 GA #9 SHOT			
Attachment 014	DOCUMENT SUMMARY LIST, 10 GA BLANK			
Attachment 015	CONTRACT DATA REQUIREMENTS LIST, 10 GA BLANK	10-MAY-2006		
Attachment 016	ADDRESS LIST, 10 GA BLANK			
Attachment 017	SECURITY STATEMENT OF WORK (SOW)			
Attachment 018	PRICING MATRIX			
Attachment 019	AFSC FORM 715-7, WARNING (HAZARDOUS MATERIAL)			
Attachment 020	ECP R06S3055	02-MAY-2006		

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (c) applies.
- ☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-4	52.211-4510 AMC	PARTNERING	AUG/2001

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

\~

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

\~

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

\~

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

\~

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be -1- (include names, positions, and roles in contract administration).

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(End of provision)

(LM6100)

L-5	AMC	AMC-LEVEL PROTEST PROGRAM	MAR/2006
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If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

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**Name of Offeror or Contractor:**

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-6                      52.215-4583                      DISCLOSURE OF UNIT PRICES                      FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

1. General guidance. Proposals must comply with the following instructions. Deviations from these instructions may result in an offeror's proposal being considered inadequate for evaluation purposes. Proposals that do not contain the information requested in the solicitation risk being determined unacceptable by the Government.

a. A complete proposal, including the executed solicitation and all material amendments along with all copies of the required volumes, shall be submitted to the Government at the address shown below no later than the date and time specified in this solicitation and any subsequent amendments.

Headquarters  
US Army Sustainment Command  
ATTN: AMSAS-ACA-F/Mr. Mitchell Maes  
Bldg 350, 6th floor, POST E24  
1 Rock Island Arsenal  
Rock Island, IL 61299-6500

b. All data must be submitted in hardcopy as stated below. Electronic mail and/or facsimile submissions are not acceptable.

c. The proposal must clearly and convincingly communicate the capability of the offeror to perform the work required as described in this RFP. It must also clearly indicate that the offeror has a thorough understanding of the requirements and is able and willing to devote the necessary resources to meet the production schedule with a product that conforms to the requirements stated in the RFP. Statements that merely repeat the solicitation requirements are unacceptable. The Government does not assume the duty to search for data or information to cure problems it finds in proposals. The burden of providing complete and thorough information to address the elements remains with the offeror.

d. The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or has unrealistically high or low prices when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

e. For the purposes of this RFP, the term "offeror" includes all team or joint venture arrangements and all major subcontractors.

f. The Government will not reimburse offerors for incurred costs associated with preparation of proposals.

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2. Proposal Submission Guidance.

- a. Offerors shall submit the written portions of their proposal in separate volumes as follows:
  - (1) Volume I Technical/Management: (five (5) paper copies and one (1) CD-ROM with proposal submission). Subfactors should be addressed in the order stated below.
  - (2) Volume II - Past Performance: (two (2) paper copies and one (1) CD-ROM not later than five (5) business days prior to solicitation closing).
  - (3) Volume III - Price (two (2) paper copies and two (2) CD-ROM with proposal submission).
  - (4) Volume IV - Small Business Utilization (two (2) paper copies and one (1) CD-ROM with proposal submission).
- b. All information pertaining to a particular volume shall be confined to that volume. Offerors are cautioned that failure to include the requested information in the specified volume will result in the information not being considered and the proposal being considered unacceptable. Each volume will be treated independently.
- c. Each volume shall consist of a cover, a title page, a table of contents, and the body of the proposal. The table of contents shall provide sufficient detail to allow Government evaluators to easily identify the important factors.
- d. Each offeror shall submit only one offer. Alternate proposals will not be accepted.
- e. Limitations.
  - (1) Limitations on Written Proposals. All written proposals shall be submitted in 3-ring binders or pressboard report covers. Pages containing text shall be typewritten or printed on 8.5-x 11-inch paper, with at least one and one-half (1.5) line spacing. Type size for text shall be no smaller in height than 11 point, with not more than an average of fifteen characters per linear inch, with proportional spacing permitted. Type size for figures and tables shall be no smaller than 8 point, 20 pitch, with proportional spacing permitted. Margins on all four edges of each sheet will be at least one (1) inch. Illustrations and tables shall be legible and no larger than 11-inch by 17-inch foldouts as appropriate for the subject matter. Each 11-inch by 17-inch foldout is considered two pages. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in the proposal by reference, attachment, appendix, videotape, audiotape, or other electronic media as a means to circumvent the page limitation unless otherwise requested. Video and audiotapes will not be reviewed or considered in the evaluation.
  - (2) Page Limitations. Pages within each volume shall be numbered sequentially beginning at page one.
    - (a) Volume I shall be limited to 50 pages. The cover sheet, table of contents, list of figures, tabs, dividers, and blank pages are excluded from the page count. Pages over the limit will be cut off and disregarded in the evaluation. Proposals shall be in compliance with FAR 52.204-4.
    - (b) Volume II has no page limitation but shall contain only information relevant to past performance.
    - (c) Volume III shall contain only pricing information and the executed solicitation and amendments.
    - (d) Volume IV has no page limitation but shall contain only information relevant to small business utilization.

3. Technical/Management. Offerors shall provide information for the technical/management area as follows:

- a. Offerors shall submit a detailed description of their capability and capacity to produce 12 Gauge Shot Shells (A011, A017) and 10 Gauge Blank (A010) Cartridges.
  - (1) Capability: Offeror shall submit a detailed description of the required facilities, equipment, technical staff, experienced engineers and quality control staff, etc. to facilitate production of 12 Gauge Shot Shells (A011, A017) and 10 Gauge Blank (A010). Offer should also include detailed descriptions of the key manufacturing processes and skills. If the offeror does not have the processes or skills in house their proposal should provide detailed and realistic plans to achieve the required capability.
  - (2) Capacity: The proposal must demonstrate that offeror has the immediate capacity to deliver approximately 9,000,000 rounds of shotgun shells in FY07 and up to 5,500,000 rounds annually thereafter (FY07 thru FY11). The proposal should include a detailed analysis of the required materials, tooling, facilities, equipment, and personnel with lead times to assure meeting the customers delivery needs. Further, the offeror must provide a detailed analysis clearly demonstrating how they will most likely meet the desired delivery schedule throughout the entire contract. The proposal should also provide evidence that the primary suppliers/vendors will support the specified requirements for the entire 5 year performance period of the contract.
- b. Offerors shall submit a detailed description of their quality system so as to demonstrate their quality system meets the

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requirements of ANSI/ASQC ISO 9001:2000 or an equivalent quality system acceptable to the Government. Offerors must identify the name of the quality management system to be used, along with a description of that system, in enough detail to allow the Government to assess its suitability for use in performing any contract which may result from this solicitation. Offerors shall identify performance specification and manufacturing elements (key product and/or process characteristics) that are crucial to reducing and/or eliminating product deficiencies. Offerors shall identify how they use, or plan to use, quality metrics to monitor and adjust the manufacturing/production process; and describe in detail their plans and methods used, or planned to be used, to address the inspection status of material throughout the entire manufacturing/production process. Further details of what needs to be submitted are as follows:

(1) Inspection System: The proposal must include a description of the inspection system to be used and an explanation of how this system will ensure full compliance to the performance specifications.

(2) Statistical Process Control (SPC): The proposal must include a description of the SPC methodology to be used in performance of any contract resulting from this solicitation. This description should address the identification and control of key process parameters, analysis techniques, identification of and recovery from negative process trends, and how product/process data will be used to make real time process adjustments to reduce/control variability and ensure product quality.

(3) Critical Defect Management System/Procedures: The proposal must include a description of what actions a contractor takes or is taking to avoid manufacturing critical defects. It also must include a description of what actions are taken when a critical defect is discovered both in manufacturing as well as when an escapement has occurred.

(4) Material Control System: The proposal must include a description of the offerors Material Control System used for controlling in process material, the identification of non-conforming material, segregation and re-inspection of suspect product, raw materials, and vendor certification.

(5) Calibration System: The proposal must include a description of the offerors material control system and associated maintenance procedures. This description should provide evidence that the calibration system will yield inspection results that will be reliable and repeatable on a continuous basis for all measured/tested characteristics.

(6) Failure Analysis: The proposal must include a description of the offerors proposed approach to be used in conducting failure analysis for product deficiencies or test failures.

4. Past Performance. All past performance information must be received by the Contracting Officer five (5) business days prior to the closing of the solicitation.

a. For the purpose of submitting proposals, the following definitions are provided for recent and relevant contracts.

(1) A recent contract is one which meets the following time standards:

(a) Occurring from three years prior to the initial solicitation closing date up until date of award.

(b) Awarded more than three years prior to the solicitation closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the initial solicitation closing date.

(2) A relevant contract is a contract which demonstrates the technical/management capabilities the same or similar to those required to perform any contract resulting from this solicitation. The following types of contracts are ranked from most relevant to least:

- Contracts for 12 Gauge Shot Shells (A011, A017) and 10 Gauge Blank (A010) that were produced in accordance with the Government certified performance specifications.
- Contracts for other small caliber ammunition (small caliber is defined as .50 caliber or less) produced in accordance with the Government TDP.
- Contracts for other calibers of shot gun cartridges.
- Contracts for other similar items.

(3) The Contracting Officer reserves the right to determine which contract information is relevant; although the offeror may highlight those they feel best showcases same/similar processes, skills, and abilities. The Government reserves the right to evaluate data from all sources in the evaluation of past performance.

b. Offerors must provide the following information for all contracts which are both recent and relevant:

(1) Name of the Contracting Activity (or Commercial firm)

(2) Contract Number

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(3) Contract Type (Fixed price, Cost reimbursable, etc.)

(4) Total Contract Value

(5) Description of work or NSN, Part Number and how it is relevant

(6) Contracting Officer/Contract Manager with current telephone number and e-mail address

(7) Administrative Contracting Officer (if applicable) with current telephone number and e-mail address

(8) A brief summary of each contract cited, addressing delivery performance (particularly on time deliveries) and quality performance

c. In addition to the above contract references, the offeror shall identify every recent contract it was awarded on which the offeror:

(1) Experienced any delivery/performance delays;

(2) Experienced any quality problems;

(3) Had product accepted or requested to be accepted under Requests for Waivers or Deviations; and

(4) Every recent contract that was terminated or cancelled for any reason, in whole or in part.

(5) For any contract falling under the descriptions above, offerors shall provide all of the information listed in the preceding paragraphs, plus:

(a) List each time the delivery schedule was revised

(b) Provide an explanation of why the revision was necessary

(c) Provide a copy of any cure notices or show cause letters received

(d) Identify reason for any termination

(e) State any corrective actions taken to avoid recurrence

(f) Describe the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures

(g) Describe in detail any quality or technical performance problems, including:

(i) Rejection or failure of vendor parts

(ii) Internal/external customer complaints

(iii) First Article Test Report (FATR)/first piece disapprovals/failures

(iv) Lot rejections

(v) Audit findings classified as major

(vi) Quality deficiency reports

(vii) Warranty claims

The number of contract references provided in response to paragraph c (1) through c (5) is unlimited.

d. Offerors must also provide a past performance customer survey for each recent, relevant contract to the applicable Contracting Officer/Contract Manager for that contract. The survey should be completed and sent directly to the Contracting Office responsible for this solicitation, i.e. it should not be returned to the offeror. However, the offeror is responsible to verify the applicable Contracting Officer/Contract Manager did receive a copy of the survey. A copy of the survey is attached to this solicitation. The offeror must inform the applicable Contracting Officer/Contract Manager that the survey must be submitted to the mailing address in Block 7 of the Standard Form (SF) 33 for this solicitation or to the following e-mail address: mitchell.maes@us.army.mil.

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e. If there are no recent, relevant contracts meeting the description above, the offeror must so state.

**5. PRICE**

a. Offerors shall provide their proposed unit prices for the quantities solicited in the Section B Pricing Matrix, Attachment 018 of the solicitation. Proposed unit prices are limited to four decimal places. The proposed unit prices shall be the prices used by the Government to calculate the evaluated total price and for issuance of delivery orders. Offerors must propose unit prices ranging from the Minimum Estimated Quantity through the Maximum Estimated Quantity for each pricing period identified in the Pricing Matrix. Failure to do so may result in the offer being rejected.

b. All prices for this acquisition shall be stated in current U.S. dollars. This shall also include escalation, as appropriate.

c. The following pricing periods apply as specified on the Pricing Matrix:

Pricing Period 2007:	Date of basic IDIQ contract award through 31 December 2007.
Pricing Period 2008:	01 January 2008 through 31 December 2008.
Pricing Period 2009:	01 January 2009 through 31 December 2009.
Pricing Period 2010:	01 January 2010 through 31 December 2010.
Pricing Period 2011:	01 January 2011 through 31 December 2011.

d. The proposal shall consist of:

(1). An electronic copy of the filled-out Pricing Matrix and a paper copy of the filled-out Pricing Matrix. The electronic copy of the filled-out Pricing Matrix should be submitted on a single-write CD ROM to prevent accidental erasure or change of the data therein.

(2). A listing of Government production and research property to be used if a use evaluation factor for the property is required by the Evaluation Procedures for Use of Government-Owned Production and Research Property provision (hereafter referred to as the provision) contained in Section M. For the purpose of identifying the kinds and quantities of property and the production period (the variable P as defined in the provision), the offeror shall base the list on the largest maximum estimated quantity identified in the Pricing Matrix. The offeror should ensure that the production period is based on one pricing period, not two or more pricing periods. The provision further requires that the listing shall be submitted on AMCCOM Form 71-R or equivalent. The offeror shall also provide this listing in electronic form using Microsoft Excel or a compatible program so that the Government can readily calculate the use evaluation factor based on the information required by the provision. The offeror may calculate the use evaluation factor himself (it may be beneficial to do so to obtain some idea of what impact it may have on price), but the Government reserves the right to make corrections as needed.

(3). Any additional information considered necessary to explain the proposed pricing.

e. Instructions for completion of the Pricing Matrix:

(1). All information to be filled in by the offeror is highlighted on the Pricing Matrix in blue.

(2). The offeror shall enter its full name in the space provided.

(3). The offeror shall enter the Range End Quantity for each range it proposes in the space provided for each of the five pricing periods. The spreadsheet will automatically calculate the Range Start Quantity based on the Range End Quantity the offeror enters for each range. Offerors may propose up to a maximum of five (5) ranges. Proposals that do not offer at least one range or that fail in its proposed range(s) to price all quantities (the minimum estimated quantity through the maximum estimated quantity as specified on the pricing matrix) for each pricing period may be rejected.

(4). Offerors are required to state binding prices. The offeror shall enter unit prices for each range in the spaces provided. The spreadsheet will limit the display of the offered unit prices to two decimal places.

(5). If this procurement is solicited on a separately priced First Article Test Report (FATR) basis (either with First Article only or with and without First Article), the offeror shall enter the total first article price for each of the pricing periods in the applicable shaded areas. If first article pricing isn't solicited, then the offeror should leave the FATR spaces blank.

(6). No other information is to be added to the Pricing Matrix, nor shall offerors make any changes to the Pricing Matrix.

(7). In the event of a discrepancy in unit prices between the electronic and paper copies of the Pricing Matrix, the prices contained in the electronic copy shall prevail.



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f. With respect to pricing, the proposal response is presumed to represent the offerors best effort to respond to the solicitation. Any significant inconsistency between promised performance and price should be explained in the offer. For example, if the use of new and innovative techniques has an impact on unit price, their impact on price should be explained by the offeror. If a management decision has been made to absorb a portion of the program costs that have not been included in the proposed pricing, that decision should be stated and quantified in the proposal. Any insignificant inconsistency, if not explained, raises a fundamental issue of the offerors understanding of the nature and scope of the work required, and may be grounds for rejection of the proposal. The burden of proof as to price credibility rests with the offeror.

6. Small Business Utilization: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

	SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	CO
MPANY NAME				
	TOTAL SB \$			
	LARGE BUSINESS	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY
NAME				
	EST. CONTRACT TOTAL \$			
	EST. TOTAL SUBCONTRACTING \$			

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on

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the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-2	52.247-51	EVALUATION OF EXPORT OFFERS	JAN/2001
(a) Port handling and ocean charges-other than DOD water terminals. Port handling and ocean charges in tariffs on file with the Bureau of Domestic Regulation, Federal Maritime Commission, or other appropriate regulatory authorities as of the date of bid opening (or the closing date specified for receipt of offers) and which will be effective for the date of the expected initial shipment will be used in the evaluation of offers.			
(b) F.o.b. origin, transportation under Government bill of lading.			
(1) Offers shall be evaluated and awards made on the basis of the lowest laid down cost to the Government at the overseas port of discharge, via methods and ports compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the f.o.b. origin price of the item, shall be the inland transportation costs from the point of origin in the United States to the port of loading, port handling charges at the port of loading, and ocean shipping costs from the United States port of loading (see paragraph (d) of this clause) to the overseas port of discharge. The Government may designate the mode of routing of shipment and may load from other than those ports specified for evaluation purposes.			
(2) Offers shall be evaluated on the basis of shipment through one of the ports set forth in paragraph (d) of this clause to the overseas port of discharge. Evaluation shall be made on the basis of shipment through the port that will result in the lowest cost to the Government.			
(3) Ports of loading shall be considered as destinations within the meaning of the term "f.o.b. destination" as that term is used in the F.o.b. Origin clause of this contract.			
(c) F.o.b. port of loading with inspection and acceptance at origin.			
(1) Offers shall be evaluated on the basis of the lowest laid down cost to the Government at the overseas port of discharge via methods compatible with required delivery dates and conditions affecting transportation known at the time of evaluation. Included in this evaluation, in addition to the price to the United States port of loading (see paragraph (c)(2) of this clause), shall be the port handling charges at the port of loading and the ocean shipping cost from the port of loading (see paragraph (d) of this clause) to the overseas port of discharge.			
(2) Unless offers are applicable only to f.o.b. origin delivery under Government bills of lading (see paragraph (b) of this provision), offerors shall designate below at least one of the ports of loading listed in paragraph (d) of this clause as their place of delivery. Failure to designate at least one of the ports as the point to which delivery will be made by the Contractor may render the offer nonresponsive.			
Place of Delivery: _____ [Offerors insert at least one of the ports listed in paragraph (d) of this clause.]			
(d) Ports of loading for evaluation of offers. Terminals to be used by the Government in evaluating offers are as follows: (For the information of the offerors, ocean and port handling charges are set forth if the terminal named is a DOD water terminal.)			

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PORTS/TERMINALS OF LOADING:

\_\_\_\_\_  
\_\_\_\_\_

COMBINED OCEAN AND PORT HANDLING CHARGES (INDICATE COUNTRY)

\_\_\_\_\_  
\_\_\_\_\_

UNIT OF MEASURE: I.E. METRIC TON, MEASUREMENT TON, CUBIC FOOT, ETC.

\_\_\_\_\_  
\_\_\_\_\_

(e) Ports of loading nominated by offeror. The ports of loading named in paragraph (d) of this clause are considered by the Government to be appropriate for this solicitation due to their compatibility with methods and facilities required to handle the cargo and types of vessels and to meet the required overseas delivery dates. Notwithstanding the foregoing, offerors may nominate additional ports of loading that the offeror considers to be more favorable to the Government. The Government may disregard such nominated ports if, after considering the quantity and nature of the supplies concerned, the requisite cargo handling capability, the available sailings on U.S.-flag vessels, and other pertinent transportation factors, it determines that use of the nominated ports is not compatible with the required overseas delivery date. United States Great Lakes ports of loading may be considered in the evaluation of offers only for those items scheduled in this provision for delivery during the ice-free or navigable period as proclaimed by the authorities of the St. Lawrence Seaway (normal period is between April 15 and November 30 annually). All ports named, including those nominated by offerors and determined to be eligible as provided in this provision, shall be considered in evaluating all offers received in order to establish the lowest laid down cost to the Government at the overseas port of discharge. All determinations shall be based on availability of ocean services by U.S.-flag vessels only. Additional U.S. port(s) of loading nominated by offeror, if any: \_\_\_\_\_

(f) Price basis. Offeror shall indicate whether prices are based on-

- o Paragraph (b), f.o.b. origin, transportation by GBL to port listed in paragraph (d);
- o Paragraph (c), f.o.b. destination (i.e., a port listed in paragraph (d));
- o Paragraph (e), f.o.b. origin, transportation by GBL to port nominated in paragraph (e); and/or
- o Paragraph (e), f.o.b. destination (i.e., a port nominated in paragraph (e)).

(End of provision)

(MF6021)

M-3      52.247-4588      TRANSPORTATION EVALUATION  
LOCAL

JAN/1995

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

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NMFC: 064300      UFC: 05980

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

Yorkstown, VA; McAlester, OK; Crane, IN; Tooele, UT; Richmond, KY; Seal Beach, CA

(d) Evaluation will include the quantities and sources of government furnished material listed below.

M2A1 Metal Cans

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

#### 1. Technical/Management.

(1) Under Technical/Management, the subfactors that will be rated on the basis of the contractor's ability to meet the Government requirements in the RFP are a) Technical Capability and b) Quality Management System. Both subfactors will be rated as Exceptional, Satisfactory, or Unsatisfactory as defined below.

(2) Subfactor 1, Technical Capability: Offerors will be evaluated based upon having the required facilities, equipment, technical staff, experienced engineers and quality control staff, etc. to facilitate high volume production of the 12 Gauge Shot Shells (A011, A017) and 10 Gauge Blank (A010). Other areas of consideration include a detailed analysis of the required materials, tooling, equipment, and personnel with lead times to assure meeting the customers delivery needs. The Government will determine if the offeror will most likely meet the desired delivery schedule throughout the entire contract. The criteria to be evaluated for Technical Capability include:

(a) Capability: Evidence that the capabilities exist for the delivery of the DODICs listed in Section 3.1 of the SOW

(b) Capacity: Evidence that the offeror has the capacity to deliver the specified rounds of 12 Gauge Shot Shells (A011, A017) and 10 Gauge Blank (A010).

(3) Subfactor 2, Quality Management System: Offerors will be evaluated on their quality management system, with evidence sufficient to demonstrate it meets the requirements of ANSI/ASQC ISO 9001:2000 or an equivalent quality system acceptable to the Government. The Government will evaluate evidence submitted to identify the name of the quality management system to be used, and a description of that system in sufficient detail to allow the Government to assess its suitability for use in performing any contract which may result from this solicitation. Performance specifications and manufacturing elements (key product and/or process characteristics) which are crucial to reducing and/or eliminating product deficiencies will be evaluated. The Government will evaluate data from the offeror as to how they use, or plan to use, quality metrics to monitor and adjust the manufacturing process; and also evaluate evidence as to the plans and methods used, or planned to be used by the offeror to address the inspection status of material throughout the entire manufacturing/production process. Specific areas and information to be evaluated are:

(a) Evidence of ANSI/ASQC ISO 9001:2000, or equivalent, compliance.

(b) Evidence of the Statistical Process Control (SPC) methodology to be used by the offeror. Evaluation will take place on the

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identification and control of key process parameters, analysis techniques, identification of and recovery from negative process trends, and how product/process data will be used to make real time process adjustments to reduce/control variability and ensure product quality.

(c) Evidence of what actions the offeror takes or is planning to take to avoid manufacturing critical defects, and evidence of what actions are taken or planned to be taken when a critical defect is discovered both in manufacturing as well as when an escapement has occurred.

(d) Evidence of the offerors inspection plan for in-process material, the control of product through all stages of production and acceptance, the identification of non-conforming material, segregation of suspect product, raw materials, vendor certification, re-inspection of suspect product, or assuring senior management is notified of critical and major non-conformances.

(e) Evidence of the calibration system the offeror intends to use, with data evaluated describing the material control system and associated maintenance procedures. The Government will evaluate whether the evidence provided demonstrates that the calibration system will yield inspection results that will be reliable and repeatable on a continuous basis for all measured/tested characteristics.

(f) Evidence on how the offeror intends to conduct failure analysis in the event of product deficiencies or test failures.

2. Past Performance. Using information supplied by the offeror and other sources, past performance will be rated as High, Medium, Low, or Neutral based on the probability of meeting the RFP requirements.

a. In conducting past performance evaluations, the Government may use information obtained from other sources as noted in Section L of this solicitation. The Government may consider the currency, degree of relevance, source, and context of the past performance information it evaluates as well as general trends in performance and demonstrated corrective actions. The Government has the right to consider information regarding contractor performance up to the date of award.

b. A significant achievement, problem/problem resolution, or lack of relevant data in any element of past performance can become an important consideration in the rating of this factor by the Government.

c. The offeror submitted, five (5) business days in advance of the solicitation closing date, contract references representing its recent, relevant performance (as defined in Section L of the RFP) under Government and/or commercial contracts.

d. The offeror provided the following information with respect to each contract reference:

- (1) Government or commercial contract number and award date
- (2) Item(s) and/or service(s) provided, including national stock number (NSN), product description, and part number, if applicable
- (3) A brief explanation of the contract's relevance to the current procurement
- (4) Contract dollar value
- (5) Quantity and monthly delivery rate, if applicable
- (6) Original performance schedule and actual performance dates
- (7) Quality performance data, including any requests for waiver or deviation from the technical data package requirements
- (8) Description of technical innovations or engineering changes that improved the quality of performance aspects of the delivered product, or any significant achievements associated with contract performance
- (9) Buying activity, or company, and mailing address
- (10) Point(s) of contact, including names, job titles, telephone and fax numbers, and email addresses

e. In addition to the above contract references, the offeror identified every recent and relevant contract it was awarded that:

- (1) Experienced any delivery/performance delays;
- (2) Experienced any quality problems; and
- (3) Every recent contract that was terminated or cancelled for any reason, in whole or in part.

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f. For any contract falling under the descriptions above, the offeror provided all of the information listed in the preceding paragraphs, plus:

- (1) Listed each time the delivery schedule was revised
- (2) Provided an explanation of why the revision was necessary
- (3) Provided a copy of any cure notices or show cause letters received
- (4) Identified reason for any termination
- (5) Stated any corrective actions taken to avoid recurrence
- (6) Described the extent to which the corrective action has been successful, identifying points of contact who can confirm the success of the corrective measures
- (7) Described in detail any quality or technical performance problems, including:

(i) Rejection or failure of vendor parts

(ii) Internal/external customer complaints

(iii) First Article Test Report (FATR)/first piece disapprovals/failures

(iv) Lot rejections

(v) Audit findings classified as major

(vi) Quality deficiency reports

(vii) Warranty claims

g. If there were no recent, relevant contracts meeting the description above, the offeror has so stated.

3. Price

a. Government Property: The total use evaluation factor shall be calculated as required by the provision (contained elsewhere in this section) entitled "Evaluation Procedures for Use of Government-Owned Production and Research Property" (hereafter referred to as the "provision"). Instead of calculating a per unit use evaluation factor based on the formula "(TxRxPxS)/Q" as shown in the provision, the factor shall be calculated as "(TxRxPxS)". There is no need to calculate the "per unit" amount as the evaluated price is the total price, not the unit price. This result shall be entered by the Government in the spaces provided in the Calculation of Total Evaluated Price section of the Pricing Matrix. This amount will be entered for each pricing period. Therefore it is important that the offeror base his production period on one pricing period, not for the entire period of the IDIQ contract. Offerors arent precluded from calculating the use evaluation factors themselves on the electronic copy of the equipment listing required by Section L; however, the Government reserves the right to review the calculations for accuracy and compliance with the provision, and to make any changes necessary.

b. Price Analysis: Price analysis shall be used to determine (A) price reasonableness; and (B) whether the proposal reflects an understanding of the effort required. Additional analysis techniques may be used as determined necessary by the procuring contracting officer. These methods of evaluation may include the use of information/input from sources such as (but not limited to) other Government agencies and personnel.

c. Unbalanced Pricing: As part of the evaluation, proposals may be reviewed to identify any significant unbalanced pricing found between pricing periods, quantity ranges, contract line items or sub-line items as applicable. In accordance with FAR 15.404-1(g), i.e., Unbalanced Pricing, a proposal may be rejected if the contracting officer determines the lack of balance poses an unacceptable risk to the Government.

d. The total evaluated price will be derived from the Pricing Matrix. The total evaluated price is identified as Total Evaluated Price for All Years as shown at the bottom of the Pricing Matrix (this is highlighted in yellow). This price represents an average value that takes into consideration the unit prices offered for various quantities for all of the pricing periods. This price is based upon calculations performed on the five pricing periods using the offered prices applicable to various selected quantities called evaluation points. The following is provided to assist offerors in understanding how the Total Evaluated Price for All Years is calculated:

- (1).                      The Pricing Matrix contains a table for the five pricing periods labeled Calculation of Total

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Evaluated Price that will be used to calculate the total evaluated price.

(2). The table contains a series of evaluation points highlighted in pink for each pricing period. For each evaluation point, Microsoft Excel will determine the applicable unit price using Excels Vertical Lookup (VLOOKUP) function, and then multiply the unit price by the evaluation point quantity to develop the total price for that evaluation point. In the event the offeror has entered unit prices to more than two decimal places in the Range Quantities and Unit Prices section, the program will automatically limit the unit prices to two decimal places.

(3). The program then determines the average of the individual quantities and total prices associated with each evaluation point quantity. These values are shown on the line labeled Average. These averages are based on the assumption that there is an equal probability of an award at any of the evaluation points.

(4). The following factors will be added to the average total price for each year to arrive at the total evaluated price for each year:

(a). FATR price (as applicable) as entered by the contractor in the Pricing Matrix.

(b). Government property use evaluation factor as previously discussed above.

(c). Transportation evaluation factor (if required elsewhere in Section M). The transportation factor will be calculated based on the transportation evaluation provisions contained elsewhere in Section M. The transportation factor will be calculated based on the average evaluation quantity point as shown in the Pricing Matrix and the Government shall enter the transportation evaluation factor in the shaded space provided.

(d). Any other price related evaluation factors contained in Section M

(5). The program will then add the total evaluated price for each year to arrive at the total evaluated price for all years. This is the amount that will be used for the purpose of selecting the apparently successful offeror from a pricing standpoint. If this solicitation contains the clause at FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns, the HUBZone factor set forth therein will be applied as required to the total evaluated price for all years.

4. Small Business Utilization: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

(a). Small Business (SB)

(b). Small Disadvantaged Business (SDB)

(c). Women-Owned Small Business (WOSB)

(d). Veteran-Owned Small Business (VOSB)

(e). Service Disabled Veteran-Owned Small Business (SDVOSB)

(f). Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and

(g). Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:



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- (i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
- (ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.
- (iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

\*\*\* END OF NARRATIVE M 0001 \*\*\*